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7

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 **EDL**

11 CATHERINE TREMBLAY,
 12 individually and on behalf of all
 others similarly situated,

13 Plaintiff,

14 v.

15 CHEVRON STATIONS, INC., a
 16 Delaware Corporation,

17 Defendant.

18 Case No. **07** **09**

19 **CLASS ACTION COMPLAINT**

1. Cal. Lab. Code § 226.7, Missed
 Meal Breaks & Rest Breaks
2. Cal. Lab. Code § 203, Continuing
 Wages
3. Cal. Lab. Code § 226, Improper
 Pay Stubs
4. Cal. Lab. Code §§ 204, 510, and
 1194, Failure to Pay Minimum
 Wage and Overtime Compensation
5. 29 U.S.C. §§ 206 and 207, Fair
 Labor Standards Act
6. Cal. Bus. & Prof. Code § 17200 *et
 seq.*

20

21 **DEMAND FOR JURY TRIAL**

22

23 COMES NOW Plaintiff, and for her causes of action against Defendant, alleges:

24

JURISDICTION AND VENUE

25

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1441(b).

26

27 Defendant constitutes an "enterprise" within the meaning of the Fair Labor Standards

1 Act, 29 U.S.C. § 203. See 29 U.S.C. § 203(r) (defining “enterprise”). Defendant is
2 engaged in interstate commerce, with annual sales in excess of \$1,000,000 and with
3 more than 1000 employees. This Court has federal-question jurisdiction under 28 U.S.C.
4 § 1331. Furthermore, under 28 U.S.C. § 1367, this Court may exercise supplemental
5 jurisdiction over Plaintiff’s state-law claims. There are no grounds that would justify
6 this Court’s declining to exercise its jurisdiction pursuant to 28 U.S.C. § 1367. See 28
7 U.S.C. § 1367(c) (explaining grounds on which courts may decline to exercise
8 supplemental jurisdiction).

PARTIES AND JURISDICTION

10 2. Plaintiff CATHERINE TREMBLAY (“TREMBLAY”) is an individual
11 who, during the time periods relevant to this Complaint, was employed within the
12 County of Sonoma, State of California. Plaintiff is a resident of the County of Sonoma,
13 State of California 94928.

14 3. Defendant CHEVRON STATIONS, INC. (“CHEVRON”) was and is a
15 business organization doing business within the State of California. CHEVRON
16 maintains numerous facilities throughout the State of California. CHEVRON does
17 business in Sonoma County, California, and at all relevant times, CHEVRON employed
18 Plaintiff and numerous other hourly paid employees in Sonoma County, throughout
19 California, and throughout the rest of the United States. CHEVRON has significant
20 contacts with Sonoma County, and the activities complained of herein occurred, in whole
21 or in part, in Sonoma County.

GENERAL ALLEGATIONS

22 4. TREMBLAY worked for CHEVRON from approximately December 2006
23 through April 2007 as a cashier at the CHEVRON gas station in Santa Rosa, California.

24 5. In or around April 2007, TREMBLAY provided CHEVRON with notice of
25 her intent to conclude her employment with CHEVRON.

26 6. At all relevant times mentioned herein, section 201 of the California Labor
27 Code provided that “wages earned and unpaid at the time of discharge are due and

1 payable immediately." Cal. Lab. Code § 201. Similarly, section 202 of the California
2 Labor Code provided:

3 If an employee not having a written contract for a definite period quits his or
4 her employment, his or her wages shall become due and payable not later
5 than 72 hours thereafter, unless the employee has given 72 hours previous
6 notice of his or her intention to quit, in which case the employee is entitled
7 to his or her wages at the time of quitting.

8 Id. § 202(a).

9 7. CHEVRON did not compensate TREMBLAY as required by sections 201
10 and/or 202 of the California Labor Code, as TREMBLAY did not receive her final
11 paycheck for weeks after her last day of work at CHEVRON.

12 8. Moreover, to date, TREMBLAY has not been compensated for all of the
13 work that she performed for CHEVRON.

14 9. Furthermore, at all relevant times mentioned herein, section 203 of the
15 California Labor Code provided:

16 If an employer willfully fails to pay, without abatement or reduction, in
17 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an
18 employee who is discharged or who quits, the wages of the employee shall
19 continue as a penalty from the due date thereof at the same rate until paid or
20 until action therefor is commenced; but the wages shall not continue for
21 more than 30 days.

22 Id. § 203.

23 10. TREMBLAY contends that CHEVRON'S failure to pay her within the time
24 provided by sections 201 and/or 202 of the California Labor Code has been and is
25 "willful" within the meaning of section 203 of the California Labor Code and that,
26 accordingly, Plaintiff is entitled to the "continuing wages" provided for by section 203.

27 11. At all relevant times mentioned herein, section 1198 of the California Labor
28 Code provided:

1 The maximum hours of work and the standard conditions of labor fixed by
2 the [Industrial Welfare Commission] shall be the maximum hours of work
3 and the standard conditions of labor for employees. The employment of any
4 employee for longer hours than those fixed by [an] order or under
5 conditions of labor prohibited by [an] order is unlawful.

6 Cal. Lab. Code § 1198.

7 12. At all relevant times mentioned herein, Wage Order Number 7 (as
8 periodically amended) applied to TREMBLAY.

9 13. Wage Order Number 7 requires a one-hour wage premium for each day that
10 an employee is not provided with a mandated ten-minute rest period per four-hour work
11 period. See 8 Cal. Code Regs. § 11070(12). Additionally, Wage Order Number 7
12 requires a one-hour wage premium for each day that an employee is not provided with a
13 mandated thirty-minute meal period for any shift that is longer than five hours. See id.
14 § 11070(11). Finally, Wage Order Number 7 requires that those who are employed more
15 than eight hours in any workday or more than forty hours in any workweek receive
16 overtime compensation. See id. § 11070(3).

17 14. The right to rest periods and meal periods has been codified in sections
18 226.7 and 512 of the California Labor Code. At all relevant times mentioned herein,
19 section 512 provided:

20 An employer may not employ an employee for a work period of more than
21 five hours per day without providing the employee with a meal period of not
22 less than 30 minutes, except that if the total work period per day of the
23 employee is no more than six hours, the meal period may be waived by
24 mutual consent of both the employer and employee. An employer may not
25 employ an employee for a work period of more than 10 hours per day
26 without providing the employee with a second meal period of not less than
27 30 minutes, except that if the total hours worked is no more than 12 hours,
28 the second meal period may be waived by mutual consent of the employer

1 and the employee only if the first meal period was not waived.

2 Cal. Lab. Code § 512(a). At all relevant times mentioned herein, section 226.7 provided:

3 If an employer fails to provide an employee a meal period or rest period in
4 accordance with an applicable order of the Industrial Welfare Commission,
5 the employer shall pay the employee one additional hour of pay at the
6 employee's regular rate of compensation for each work day that the meal or
7 rest period is not provided.

8 Cal. Lab. Code § 226.7(b).

9 15. During her employment with CHEVRON, TREMBLAY was routinely
10 denied ten-minute rest breaks and thirty-minute meal breaks.

11 16. Compensation for missed rest and meal breaks constitutes wages within the
12 meaning of section 201 of the California Labor Code.

13 17. At all relevant times mentioned herein, section 226 of the California Labor
14 Code provided:

15 (a) Every employer shall, semimonthly or at the time of each payment of
16 wages, furnish each of his or her employees, either as a detachable part of
17 the check, draft, or voucher paying the employee's wages, or separately
18 when wages are paid by personal check or cash, an itemized statement in
19 writing showing (1) gross wages earned, (2) total hours worked by the
20 employee, except for any employee whose compensation is solely based on
21 a salary and who is exempt from payment of overtime under subdivision (a)
22 of Section 515 or any applicable order of the Industrial Welfare
23 Commission, (3) the number of piece-rate units earned and any applicable
24 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
25 provided, that all deductions made on written orders of the employee may
26 be aggregated and shown as one item, (5) net wages earned, (6) the
27 inclusive dates of the period for which the employee is paid, (7) the name of
28 the name of the employee and his or her social security number, except that

1 by January 1, 2008, only the last four digits of his or her social security
2 number or an employee identification number other than a social security
3 number may be shown on the itemized statement, (8) the name and address
4 of the legal entity that is the employer, and (9) all applicable hourly rates in
5 effect during the pay period and the corresponding number of hours worked
6 at each hourly rate by the employee. The deductions made from payments
7 of wages shall be recorded in ink or other indelible form, properly dated,
8 showing the month, day, and year, and a copy of the statement or a record of
9 the deductions shall be kept on file by the employer for at least three years
10 at the place of employment or at a central location within the State of
11 California.

12
13 (e) An employee suffering injury as a result of a knowing and intentional
14 failure by an employer to comply with subdivision (a) is entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay
16 period in which a violation occurs and one hundred dollars (\$100) per
17 employee for each violation in a subsequent pay period, not exceeding an
18 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
19 award of costs and reasonable attorney's fees.

20
21 (g) An employee may also bring an action for injunctive relief to ensure
22 compliance with this section, and is entitled to an award of costs and
23 reasonable attorney's fees.

24 Id. § 226.

25 18. CHEVRON employed TREMBLAY but failed to provide her with the data
26 required by section 226 of the California Labor Code. For example, CHEVRON failed
27 to provide the total hours worked. CHEVRON also failed to provide information
28 regarding the time and wages for pre and post-shift work performed by TREMBLAY but

1 not paid for by CHEVRON. Additionally, CHEVRON failed to provide the name and
2 address of the legal entity that is the employer. Exhibit A attached hereto reflects certain
3 of Plaintiff's wage statements.

4 19. At all relevant times mentioned herein, section 204(a) of the California
5 Labor Code provided:

6 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,
7 earned by any person in any employment are due and payable twice during
8 each calendar month, on days designated in advance by the employer as the
9 regular paydays. Labor performed between the 1st and 15th days, inclusive,
10 of any calendar month shall be paid for between the 16th and the 26th day
11 of the month during which the labor was performed, and labor performed
12 between the 16th and the last day, inclusive, of any calendar month, shall be
13 paid for between the 1st and 10th day of the following month.

14 Id. § 204(a).

15 20. At all relevant times mentioned herein, section 510 of the California Labor
16 Code provided:

17 Eight hours of labor constitutes a day's work. Any work in excess of eight
18 hours in one workday and any work in excess of 40 hours in any one
19 workweek and the first eight hours worked on the seventh day of work in
20 any one workweek shall be compensated at the rate of at least one and one-
21 half times the regular rate of pay for an employee. Any work in excess of
22 12 hours in one day shall be compensated at the rate of no less than twice
23 the regular rate of pay for an employee. In addition, any work in excess of
24 eight hours on any seventh day of a workweek shall be compensated at the
25 rate of no less than twice the regular rate of pay of an employee. Nothing in
26 this section requires an employer to combine more than one rate of overtime
27 compensation in order to calculate the amount to be paid to an employee for
28 any hour of overtime work. The requirements of this section do not apply to

1 the payment of overtime compensation to an employee working pursuant to
 2 any of the following: (1) An alternative workweek schedule adopted
 3 pursuant to Section 511. (2) An alternative workweek schedule adopted
 4 pursuant to a collective bargaining agreement pursuant to Section 514.

5 Id. § 510(a).

6 21. In regard to the employment of Plaintiff, the provisions of subparagraphs (1)
 7 and (2) of section 510 of the California Labor Code were inapplicable in that no
 8 alternative workweek schedule had been adopted pursuant to section 511 and Plaintiff's
 9 employment was not governed by any collective bargaining agreement.

10 22. At all relevant times mentioned herein, section 1194 of the California Labor
 11 Code provided:

12 Notwithstanding any agreement to work for a lesser wage, any employee
 13 receiving less than the legal minimum wage or the legal overtime
 14 compensation applicable to the employee is entitled to recover in a civil
 15 action the unpaid balance of the full amount of this . . . overtime
 16 compensation, including interest thereon, reasonable attorney's fees, and
 17 costs of suit.

18 Id. § 1194. At all relevant times mentioned herein, section 1194.2 of the California
 19 Labor Code provided that, “[i]n any action under . . . Section 1194 to recover wages
 20 because of the payment of a wage less than the minimum wage fixed by an order of the
 21 commission, an employee shall be entitled to recover liquidated damages in an amount
 22 equal to the wages unlawfully unpaid and interest thereon.” Id. § 1194.2.

23 23. Notwithstanding the foregoing requirements of law, Plaintiff was routinely
 24 denied payment of overtime wages, being compensated only for hours scheduled rather
 25 than for her actual hours worked. For example, Plaintiff was not compensated for work
 26 performed before and/or after her scheduled work shift.

27 **CLASS-ACTION ALLEGATIONS**

28 24. The Class represented by Plaintiff consists of all natural persons who were

1 issued one or more paychecks by CHEVRON in California during the period beginning
2 four years prior to the filing of this Complaint through the date of the filing of a motion
3 for certification.

4 25. Plaintiff contends that Defendant's failure to provide the data required by
5 section 226 of the California Labor Code entitles each Class Member to either actual
6 damages or statutory damages, whichever is greater.

7 26. Plaintiff contends that Defendant's failure to pay wages as provided by
8 section 226.7 of the California Labor Code entitles each Class Member to payment of
9 such earned but unpaid wages owing on account of missed rest periods and meal breaks.

10 27. Plaintiff contends that Defendant's failure to pay overtime wages as
11 provided by sections 204, 514, and 1194 of the California Labor Code entitles each Class
12 Member to payment of such earned but unpaid overtime wages.

13 28. Plaintiff contends that Defendant's failure to make final wage payments
14 within the time provided by sections 201 and/or 202 of the California Labor Code has
15 been and is "willful" within the meaning of section 203 of the California Labor Code and
16 that, accordingly, each Class Member who quit or was discharged is entitled to the
17 "continuing wages" specified by section 203 of the California Labor Code.

18 29. The number of Class Members is great, believed to be in excess of one-
19 thousand persons. It therefore is impractical to join each Class Member as a named
20 plaintiff. Accordingly, utilization of a class action is the most economically feasible
21 means of determining the merits of this litigation.

22 30. Despite the Class Members' numerosity, the Class Members are readily
23 ascertainable through an examination of the records that Defendant is required by law to
24 keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable
25 by an examination of those same records.

26 31. Common questions of fact and of law predominate in the Class Members'
27 claims over individual issues regarding the money owed to each Class Member.

28 32. There is a well-defined community of interest in the questions of law and

1 fact common to the Class Members.

2 33. Plaintiff's claims are typical of the claims of Class Members, which claims
3 all arise from the same general operative facts, namely, Defendant did not compensate its
4 employees as required by the California Labor Code. Plaintiff has no conflict of interest
5 with other Class Members, and she and her counsel are able to represent the interests of
6 other Class Members fairly and adequately.

7 34. A class action is a superior method for the fair and efficient adjudication of
8 this controversy. The persons within the Class are so numerous that joinder of all of
9 them is impracticable. The disposition of all claims of Class Members in a class action,
10 rather than in individual actions, benefits the parties and the court. The interest of the
11 Class Members in controlling the prosecution of separate claims against Defendant is
12 small when compared with the efficiency of a class action. The claims of each individual
13 Class Member are too small to litigate individually, and the commencement of separate
14 actions in this Court would lead to an undue burden on scarce judicial resources.
15 Further, the alternative of individual proceedings before the California Labor
16 Commissioner is impractical inasmuch as that agency has insufficient resources to
17 process such claims promptly and, under the provisions of California Labor Code section
18 98.2, if the individual Class Members were to succeed in obtaining awards in their favor,
19 such awards are appealable as a matter of right for a *de novo* trial in Superior Court,
20 leading to a multiplicity of such trials in that court. Moreover, absent class treatment,
21 employees will most likely be unable to secure redress given the time and expense
22 necessary to pursue individual claims, and individual Class Members will likely be
23 unable to retain counsel willing to prosecute their claims on an individual basis, given
24 the small amount of recovery. As a practical matter, denial of class treatment will lead to
25 denial of recovery to the individual Class Members.

26 35. There is a well-defined community of interest in the questions of law and
27 fact common to the Class. The key questions are the same for each Class Member: (a)
28 Was such Class Member an employee of Defendant? (b) Was such Class Member

discharged by Defendant? (c) Did the Class Member quit his or her employment with Defendant? (d) Was such Class Member paid his or her wages as provided by sections 201 and/or 202 of the California Labor Code? (e) Did Defendant fail to timely pay Class members their minimum and overtime wages? (f) Did Defendant fail to pay Class Members for work performed before and/or after a work shift? (g) Did Defendant fail to provide Class Members with a thirty-minute, uninterrupted meal break? (h) Did Defendant fail to provide Class Members with a ten-minute rest period per four-hour work period? (i) Did Defendant commit unlawful business acts or practices within the meaning of California Business and Professions Code sections 17200 *et seq.*?

36. The interest of each Class Member in controlling the prosecution of his or her individual claim against Defendant is small when compared with the efficiency of a class action.

FLSA COLLECTIVE-ACTION ALLEGATIONS

37. In this collective action, Plaintiff seeks to represent all individuals who were employed by Defendant.

38. Plaintiff is similarly situated with the Collective-Action Members in that (a) Plaintiff and Collective-Action Members were employed by Defendant; (b) Plaintiff and Collective Action Members were not paid their wages for actual hours worked, instead being paid only for scheduled hours; (c) Plaintiff and Collective-Action Members were not paid for work performed before and/or after a work shift; (d) Defendant knowingly and willfully violated provisions of the Fair Labor Standards Act (“FLSA”) by not paying Plaintiff and Collective-Action Members their wages; and (e) as a result of Defendant’s practice of withholding compensation for all hours worked, Plaintiff and Collective-Action Members have been similarly damaged in that they have not received timely payment in full of their earned wages.

39. This action is maintainable as an “opt-in” collective action pursuant to 29 U.S.C. § 216(b) as to claims for liquidated damages, costs, and attorney’s fees under the FLSA.

40. All individuals employed by Defendant should be given notice and be allowed to give their consent in writing, i.e., to “opt in,” to the collective action pursuant to 29 U.S.C. § 216(b).

FIRST CLAIM FOR RELIEF

(Cal. Lab. Code § 226.7, Missed Meal and Rest Breaks)

41. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in the Complaint.

42. During the Class Period, Plaintiff and Class Members generally were not provided time to take any ten-minute rest period during their work shifts.

43. During the Class Period, Plaintiff and Class Members generally were not provided time to take non-working thirty-minute meal breaks during their work shifts.

44. Accordingly, Plaintiff and each Class Member is entitled to compensation for one hour of pay for each work shift longer than four hours during which he or she was not provided a ten-minute rest period. Likewise, each Class Member is entitled to compensation for one hour of pay for each work shift longer than five hours during which he or she was not provided a thirty-minute non-working meal break.

45. Additionally, Plaintiff is entitled to costs and attorney's fees, demand for which is hereby made in accord with the provisions of the California Labor Code.

SECOND CLAIM FOR RELIEF

(Cal. Lab. Code § 203, Continuing Wages)

46. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in the Complaint.

47. Defendant's failure to compensate Plaintiff and Class Members within the time provided by sections 201 and/or 202 of the California Labor Code, despite Defendant's knowledge of its obligation to do so, was "willful" within the meaning of section 203 of the California Labor Code. Accordingly, Plaintiff, as well as each Class Member who has had his or her employment with Defendant terminated, is entitled to continuing wages from the date on which his or her wages were due until the date on

1 which Defendant makes payment of the wages, not to exceed thirty days.

2 48. Additionally, Plaintiff is entitled to costs and attorney's fees, demand for
 3 which is hereby made in accord with the provisions of the California Labor Code.

4 **THIRD CLAIM FOR RELIEF**

5 (Cal. Lab. Code § 226, Improper Pay Stubs)

6 49. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every
 7 allegation set forth in the Complaint.

8 50. Defendant employed Plaintiff and Class Members but failed to provide them
 9 with the data required by section 226 of the California Labor Code. For example,
 10 Defendant failed to provide information regarding the time and wages earned for pre and
 11 post-shift work performed by Plaintiff but not paid for by Defendant. Additionally,
 12 Defendant failed to provide information regarding the total hours worked. Additionally,
 13 Defendant failed to provide the name and address of the legal entity that is the employer.
 14 Accordingly, Plaintiff and each Class Member are entitled to damages, and Plaintiff is
 15 entitled to an injunction to prevent such misconduct in the future, as well as to costs and
 16 attorney's fees, demand for which is hereby made in accord with the provisions of the
 17 California Labor Code.

18 **FOURTH CLAIM FOR RELIEF**

19 (Cal. Lab Code §§ 204, 510, and 1194, Failure to Pay Minimum Wage and Overtime
 20 Compensation)

21 51. Plaintiff repleads, realleges, and incorporates by reference each and every
 22 allegation set forth in the Complaint.

23 52. Defendant employed Plaintiff and Class Members but failed to provide them
 24 with the overtime compensation required by sections 204, 510, 1194, 1194.2, and 1197
 25 of the California Labor Code. Defendant routinely paid employees for their scheduled
 26 time rather than for their actual hours worked. Accordingly, Plaintiff and each Class
 27 Member are entitled to damages and liquidated damages, and Plaintiff is entitled to costs
 28 and attorney's fees, demand for which is hereby made in accord with the provisions of

1 the California Labor Code.

2 **FIFTH CLAIM FOR RELIEF**

3 (29 U.S.C. §§ 206 and 207. Fair Labor Standards Act)

4 53. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every
5 allegation set forth in the Complaint.

6 54. Defendant, by failing to pay Plaintiff and Class Members the wages due and
7 owing them for work in excess of hours scheduled, has violated the FLSA by failing to
8 provide at least minimum and overtime wages as required by 29 U.S.C. §§ 206 and 207.

9 55. Accordingly, Plaintiff and each Class Member are entitled to be paid
10 according to proof at least the minimum and overtime wages for the hours they worked,
11 as well as any additional damages specified by 29 U.S.C. § 216. Additionally, Plaintiff
12 is entitled to attorney's fees and costs under the FLSA.

13 **SIXTH CLAIM FOR RELIEF**

14 (Cal. Bus. & Prof. Code § 17200 *et seq.*)

15 56. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every
16 allegation set forth in the Complaint.

17 57. Defendant is a "person" within the meaning of section 17201 of the
18 California Business and Professions Code.

19 58. As set forth in this Complaint, Plaintiff is informed, believes, and thereon
20 alleges that, for the last four years, Defendant intentionally and improperly failed to
21 comply with the California Labor Code and the FLSA.

22 59. Defendant's failure to comply with the California Labor Code and FLSA
23 has resulted in Defendant's under-reporting to state authorities the wages earned by
24 Class Members and Collective-Action Members, and it therefore has resulted in
25 Defendant's under-paying state taxes, unemployment premiums, and workers'
26 compensation premiums.

27 60. Additionally, Plaintiff is informed, believes, and thereon alleges that
28 Defendant was able to compete unfairly by not complying with the California Labor

1 Code. By competing unfairly, Defendant has gained a competitive advantage over other
2 comparable businesses in the State of California.

3 61. Accordingly, Defendant's failure to comply with the California Labor Code
4 is an unfair and/or unlawful business activity prohibited by section 17200 *et seq.* of the
5 California Business and Professions Code, and it justifies the issuance of an injunction,
6 restitution, and other equitable relief pursuant to section 17203 of the California
7 Business and Professions Code. All remedies are cumulative pursuant to section 17205
8 of the California Business and Professions Code.

9 62. Further, Plaintiff requests attorney's fees and costs pursuant to section
10 1021.5 of the California Code of Civil Procedure upon proof that she has acted in the
11 public interest as set forth in the Labor Code Private Attorneys General Act.

12 **WHEREFORE**, Plaintiff prays judgment as follows:

13 1. That this Court certify the class and collective actions described in this
14 Complaint.

15 2. With respect to the First Claim for Relief, that this Court enter judgment in
16 favor of Plaintiff and Class Member for damages according to proof, interest, attorney's
17 fees, and costs, each according to proof.

18 3. With respect to the Second Claim for Relief, that it be adjudged that the
19 failure of Defendant to make payment of wages within the time prescribed by sections
20 201 and/or 202 of the California Labor Code was "willful" within the meaning of section
21 203 of the California Labor Code and that this Court award Plaintiff and Class Members
22 damages according to proof, interest, attorney's fees, and costs, each according to proof.

23 4. With respect to the Third Claim for Relief, that this Court enter judgment in
24 favor of Plaintiff and Class Members for damages, attorney's fees, and costs, each
25 according to proof.

26 5. Also with respect to the Third Claim for Relief, that this Court grant
27 Plaintiff an injunction in order to prevent Defendant from continuing to violate section
28 226 of the California Labor Code.

6. With respect to the Fourth Claim for Relief, that this Court enter judgment in favor of Plaintiff and Class Members for damages, attorney's fees, and costs, each according to proof.

7. With respect to the Fifth Claim for Relief, that this Court enter judgment in favor of Plaintiff and Collective-Action Members in the amount of damages according to proof, attorney's fees, statutory damages, and costs, each according to proof.

8. With respect to the Sixth Claim for Relief, that this Court enter judgment for restitution in an amount according to proof, for interest on any restitution, and for attorney's fees and costs.

9. For such further relief as the Court may order.

DATED: November 26, 2007

HARRIS & RUBLE

Alan Harris
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

HARRIS & RUBLE

Alan Harris
Attorneys for Plaintiff

EXHIBIT A

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

P.O. Box 3009
Bothell, WA 98041-3009

01/19/2007

D608568

ADVICE OF DEPOSIT - NON-NEGOTIABLE

\$286.51

775 1759
CATHERINE TREMBLAY
710 CORTE BLANCO
ROHNERT PARK, CA 94928

9AJA-1-2741

Not Valid After 6 Months

NON-NEGOTIABLE

THE ORIGINAL DOCUMENT HAS AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Id	Social Security	Status	Exemptions/Allowances	Number
CATHERINE TREMBLAY	054617	XXX-XX-4143	Single	US-0/0 CA-0/0	D608568
Code	Paygroup	Division	Department	Hire Date	Period Start
CHEVRON	2	1759		12/18/06	01/08/07

Earnings	Rate	Units	Current	Year To Date	Direct Deposit Accounts	Amount
Shift Differential Field	8.0000	40.00	360.00	1,008.00	Checking	286.51
Total			360.00	1,008.00		

Taxes		
Federal Income Tax	39.17	308.71
Social Security (FICA)	22.32	82.50
Federal Medicare	5.22	14.62
California Income Tax	4.62	12.42
California State Disability	2.16	8.05
Total	73.49	202.30

W2 Gross **360.00** 1,008.00Net Pay **286.51**

Your CCE number is: h133

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Id	Social Security	Status	Exemptions/Allowances	Number
CATHERINE TREMBLAY	064617	XXX-32X-4444	Single	US-049 CA-019	04056290
Code	Paygroup	Division	Department	Hire Date	Period Start
CHEVRON	2	1759		12/18/06	01/29/07
Period End				02/04/07	02/08/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: 6183
Regular Hours	8.5000	24.00	204.00	408.00	
Shift Differential Field	9.0000	10.00	144.00	1,056.00	
Overtime - 1.5x	12.7500	0.00	0.38	0.38	
Total			354.38	2,070.38	
Taxes					
Federal Income Tax			38.33	221.58	
Social Security (FICA)			21.97	128.36	
Federal Medicare			5.14	30.02	
California Income Tax			4.50	25.92	
California State Disability			2.12	12.42	
Total			72.06	418.30	
After-Tax Deductions					
Child Support			26.84	57.68	
Amberages			11.54	23.08	
Total			40.38	80.76	
W2 Gross			354.38	2,070.38	
Net Pay			241.94		

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	954617	XXX-XX-4143	Single	U6-0/0 CA-0/0	04052185		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	01/22/07	01/28/07	02/02/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133		
Regular Hours	8.5000	24.00	204.00	204.00			
Shift Differential Field	9.0000	16.00	144.00	1,512.00			
Total			348.00	1,716.00			
Taxes							
Federal Income Tax		37.37		163.26			
Social Security (FICA)		21.57		106.39			
Federal Medicare		5.04		24.88			
California Income Tax		4.38		21.42			
California State Disability		2.09		10.30			
Total		70.45		346.24			
After-Tax Deductions							
Child Support		28.84		28.84			
Arrearages		11.54		11.54			
Total		40.38		40.38			
W2 Gross		348.00		1,716.00			
Net Pay				237.17			

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	004817	1302-00-4149	Single	16-018 24-070	04080367		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	02/19/07	02/25/07	03/02/07
Earnings	Rate	Units	Current	Year To Date	Your CGE number is: h139		
Regular Hours	8.5000	24.00	204.00	1,020.00			
Shift Differential Field	0.0000	16.00	144.00	2,088.00			
Overtime - 1.5x				6.38			
Total			348.00	3,114.38			
Taxes							
Federal Income Tax			37.37	333.69			
Social Security (FICA)			21.57	193.09			
Federal Medicare			5.06	45.16			
California Income Tax			4.38	39.06			
California State Disability			2.08	18.00			
Total			70.46	629.69			
After-Tax Deductions							
Child Support			26.84	144.20			
Arrearages			11.54	57.70			
Total			40.38	201.90			
W2 Gross			348.00	3,114.38			
Net Pay			237.16				

Employee	Employee Name	Social Security	Status	Exemptio	Allowances	Number	
CATHERINE TREMBLAY	CATHERINE TREMBLAY	17-253-204-1148	Single	US-0/0	A-0/0	D608955	
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON				12/18/06	01/01/07	01/07/07	01/12/07
Earnings	Rate	Units	Current	Year To Date	Direct Deposit Accounts		Amount
8.00000	12.00		288.00	648.00	Checking		232.66
Total			288.00	648.00			
Taxes							
Federal Income Tax		28.37		67.54			
State/County (FICA)		17.00		40.70			
Federal Medicare		4.18		9.46			
California Income Tax		3.18		7.60			
California State Disability		1.73		3.89			
Total		55.32		128.81			
W2 Gross		288.00		648.00			
Net Pay		232.66					

Your CCE number is 11133

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number
CATHERINE TREMBLAY	004617	300-54-4145	Single	US-0/0 CA-0/0	04070378
Code	Paygroup	Division	Department	Hire Date	Period Start
CHEVRON	2	1750		12/16/06	03/26/07
				Period End	Pay Date
				04/01/07	04/06/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h138
Regular Hours	8.5000	16.00	136.00	1,763.76	
Shift Differential Field	8.0000	24.00	216.00	3,100.50	
Overtime - 1.5x				19.14	
Total			352.00	4,883.39	
Taxes					
Federal Income Tax			37.97	524.90	
Social Security (FICA)			21.82	302.77	
Federal Medicare			5.10	70.81	
California Income Tax			4.46	61.53	
California State Disability			2.11	29.30	
Total			71.46	989.31	
After-Tax Deductions					
Starbridge Option 1 - EE + 1			19.95	59.85	
Starbridge Dental Employee + 1			7.90	23.70	
Child Support			28.84	288.40	
Arrengages			11.54	115.40	
Total			68.23	487.35	
W2 Gross			352.00	4,883.39	
Net Pay			212.31		

Employee	Social Security	Status	Exemptio	Owances	Number
CATHERINE TREMBLAY	XX-XX-4145	Single	US-0/0	CA-0/0	04056326
Code	Paygroup	Division	Department	Hire Date	Period Start
CHEVRON	2	1750		12/15/06	02/05/07
					Period End
					02/11/07
					Pay Date
					02/16/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133
Regular Hours	8.5000	24.00	204.00	812.00	
Shift Differential Field	9.0000	16.00	144.00	1,008.00	
Overtime - 1.5x				6.38	
Total			348.00	2,418.38	
Taxes					
Federal Income Tax		37.37	256.95		
Social Security (FICA)		21.58	148.94		
Federal Medicare		5.06	35.07		
California Income Tax		4.38	30.30		
California State Disability		2.09	14.51		
Total		70.47	488.77		
After-Tax Deductions					
Child Support		28.84	86.52		
Arrearages		11.54	34.62		
Total		40.38	121.14		
W2 Gross		348.00	2,418.38		
Net Pay		237.15			

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number
CATHERINE TREMBLAY	084617	XX-XX-4143	Single	US-0/0 CA-0/0	04058339
Code	Paygroup	Division	Department	Hire Date	Period Start
CHEVRON	2	1759		12/18/06	02/12/07
				Period End	Pay Date
				02/18/07	02/23/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133
Regular Hours	8.5000	24.00	204.00	816.00	
Shift Differential Field	8.0000	16.00	144.00	1,944.00	
Overtime - 1.5x				6.38	
Total			348.00	2,766.38	
Taxes					
Federal Income Tax		37.37		296.32	
Social Security (FICA)		21.58		171.52	
Federal Medicare		5.04		40.11	
California Income Tax		4.38		34.68	
California State Disability		2.08		16.60	
Total		70.46		559.23	
After-Tax Deductions					
Child Support		28.84		115.36	
Arrearages		11.54		46.18	
Total		40.38		161.52	
W2 Gross		348.00		2,766.38	
Net Pay		237.16			

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	054617	XX-XX-4143	Single	US-0/0 CA-0/0	04062371		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	02/26/07	03/04/07	03/08/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h13S		
Regular Hours				1,020.00			
Shift Differential Field	8.0000	40.00	380.00	2,448.00			
Overtime - 1.5x				6.36			
Total			360.00	3,474.38			
Taxes							
Federal Income Tax	39.17		372.86				
Social Security (FICA)	22.32		215.41				
Federal Medicare	5.22		50.38				
California Income Tax	4.62		43.68				
California State Disability	2.16		20.85				
Total	73.49		703.18				
After-Tax Deductions							
Child Support	28.84		173.04				
Arreages	11.54		69.24				
Total	40.38		242.28				
W2 Gross	360.00		3,474.38				
Net Pay	246.13						

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Employee	Id	Social Security	Status	Exemptions/Allowances		Number	
CATHERINE TREMBLAY	054617	XXX-XX-4143	Single	US-0/0	CA-0/0	04664383	
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	03/05/07	03/11/07	03/16/07
Earnings	Rate	Units	Current	Year To Date			
Regular Hours	8.5000	24.00	204.00	1,224.00			
Shift Differential Field	8.0000	16.00	144.00	2,592.00			
Overtime - 1.5x				6.38			
Total			348.00	3,822.38			
Taxes							
Federal Income Tax		37.37		410.23			
Social Security (FICA)		21.58		236.99			
Federal Medicare		5.04		55.42			
California Income Tax		4.38		48.06			
California State Disability		2.08		22.93			
Total		70.45		773.63			
After-Tax Deductions							
Child Support		26.84		201.88			
Arrearages		11.54		80.78			
Total		40.38		282.66			
W2 Gross		348.00		3,822.38			
Net Pay		237.17					

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	064617	XXX-XX-4143	Single	US-0/0 CA-0/0	04068370		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1759		12/18/06	03/19/07	03/25/07	03/30/07
Earnings							
Regular Hours	8.5000	23.50	199.75	1,627.75			
SMR Differential Field	9.0000	16.50	148.50	2,684.50			
Overtime - 1.5x	12.7500	0.50	6.38	19.14			
Total		354.63		4,531.39			
Taxes							
Federal Income Tax		38.37		486.93			
Social Security (FICA)		21.98		280.98			
Federal Medicare		5.15		65.71			
California Income Tax		4.51		57.07			
California State Disability		2.13		27.18			
Total		72.15		917.85			
After-Tax Deductions							
Starbridge Option 1 - EE + 1		19.95		39.90			
Starbridge Dental Employee + 1		7.90		15.80			
Child Support		28.84		259.56			
Arrearages		11.54		103.88			
Total		68.23		419.12			
W2 Gross		354.63		4,531.39			
Net Pay		214.25					

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Employee	Id	Social Security	Status	Exemptions/Allowances	Number		
CATHERINE TREMBLAY	054817	XXX-XX-4143	Single	US-0/0 CA-0/0	04066377		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
CHEVRON	2	1750		12/18/06	03/12/07	03/18/07	03/23/07
Earnings	Rate	Units	Current	Year To Date	Your CCE number is: h133		
Regular Hours	8.5000	24.00	204.00	1,428.00			
Shift Differential Paid	8.0000	16.00	144.00	2,736.00			
Overtime - 1.5x	12.7500	0.50	6.38	12.76			
Total			354.38	4,178.76			
Taxes							
Federal Income Tax		38.33		448.56			
Social Security (FICA)		21.97		258.96			
Federal Medicare		5.14		60.56			
California Income Tax		4.50		52.56			
California State Disability		2.13		26.06			
Total		72.07		845.70			
After-Tax Deductions							
Starbridge Option 1 - EE + 1		19.95		19.95			
Starbridge Dental Employee + 1		7.90		7.90			
Child Support		28.84		230.72			
Arrearages		11.54		92.32			
Total		68.23		350.89			
W2 Gross		354.38		4,178.76			
Net Pay			214.08				